

AMENDMENT TO SOLID WASTE AGREEMENT

THIS AMENDMENT TO THE SOLID WASTE AGREEMENT (the “Amendment”) is entered into effective as of February ___, 2024 by and between Allied Services, LLC dba Republic Services Jefferson City (“Contractor”) and the City of Jefferson, Missouri (“City”).

A. The Parties entered into that certain Solid Waste Agreement effective June 1, 2016, (“Agreement”), pursuant to which Contractor provides Solid Waste services to the City.

B. The Parties desire to extend the Term of the agreement and modify other terms as more fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree that the Agreement is amended as follows:

1. Term. Section 1. This Section is hereby modified to extend the current Term and indicate a new termination date of March 31, 2031.

2. Rate Adjustments. Section 3.4. This provision is hereby amended to change the annual rates increase to indicate that the increase will be based on the Consumer Price Index – All Urban Consumer for Water and Sewer and Trash Collection maintained by the U.S. Department of Labor but will be capped at six percent (6%) more than the then current rate.

3. Rate Adjustments. Section 3. The Parties agree that the annual 3% increase schedule for June 1, 2024, will be superseded by the April 1, 2024 rate increases contained in the Amendment.

4. Drop Off Location. Section 6. The Parties have agreed to add yard waste collection at the Jefferson City Landfill. This Section is hereby amended to add the following provisions:

Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks may be deposited at the appropriate collection site at the Jefferson City Landfill by Residents of the City. Contractor agrees to accept up to 3,500 tons of Yard Waste per year from City Residents. Any amount over these 3,500 tons will be billed to the City at a rate of \$15.00 per ton. Contractor will track the number of residents that utilize this service as well as the number of tons of Yard Waste the residents provide and report this to the City on a quarterly basis.

5. Rates. Exhibit B. the Parties agree that effective April 1, 2024 the then current residential rates will be increased by \$2.25 per residence per month. \$2.00 of this increase will be passed directly to the resident, while \$0.25 of this increase will be paid by the City.

6. Commercial and Industrial Rates. Exhibit E. the Parties agree that effective April 1, 2024 the then current commercial and industrial rates will be increased by 4.5%.

7. Contractor’s Obligations. Section 6. The Parties agree to add the following provision concerning Recyclable Materials.

Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier dispose of the Acceptable Material (as currently defined) in a landfill. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

Specifications for all Recyclable Materials. Recyclable Materials shall comply with any and all specifications provided by Republic in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material received within the City limits is rejected by the recycling facility or is not of the intended quality or grade, Republic will notify the City and Republic may dispose of the Recyclable Materials in a landfill. If market conditions develop that limit or inhibit Republic from selling some or all of the Recyclable Materials, Republic may dispose of the Recyclable Materials in a landfill.

8. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

9. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

10. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the second date set forth below.

CITY

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____